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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

The New Chancery Judge.

THE ANNOUNCEMENT was made on Saturday last that Mr. CHARLES ALAN BENNETT, K.C., had been appointed to fill the vacancy on the bench in the Chancery Division created by the promotion of Mr. Justice ROMER to the Court of Appeal. The new judge, who was born in 1877, was called to the Bar by Lincoln's Inn in 1899, of which Inn he was created a Bencher early in 1928. After a successful career as a Chancery Junior, he took "silk" in 1923 and, until the system of "closed" courts was discontinued, was attached to that of Mr. Justice RUSSELL as he then was. He soon was firmly established as one of the busiest leaders in that court, and the opening of the Chancery Courts only served to increase the scope of his practice. Any reference to Mr. Justice BENNETT's career at the Bar would be incomplete without some mention of his war service—in reference books usually dismissed with the laconic "Served R. B. in France 1916-18." It is impossible to estimate the sacrifice made by a busy junior, married, with a young family, who throws everything aside to serve his country, not in the comparatively sheltered departments of staff or home service, but in the extremely hazardous capacity of a subaltern in an infantry regiment. Mr. Justice BENNETT served in the trenches in France until he was taken prisoner in March, 1918. Only those who were prisoners themselves know what hardship this must have entailed. As a prisoner he was not content to remain inactive and spent much of his time in endeavouring to relieve the tedium of his fellow prisoners, particularly as editor of the camp newspaper. It is no small achievement to have resumed professional life, culminating in less than eleven years from his release in a well-earned judgeship, and we feel sure that all members of the legal profession must feel deep satisfaction in the appointment of (we believe we are right in so describing him) the first High Court judge who saw active service in the great war.

K.C. becomes a Solicitor.

WITH REFERENCE to the announcement which appeared in THE SOLICITORS' JOURNAL of the 9th inst., to the effect that Sir JAMES O'CONNOR, K.C., a former Lord Justice of Appeal, intended to return to the Irish Free State to practise as a solicitor, it is interesting to note that notice was given in *The London Gazette* on Tuesday last, to the effect that the King has revoked by Letters Patent under the Great Seal, dated the 15th November, 1929, the Letters Patent appointing Sir JAMES O'CONNOR to be one of His Majesty's counsel, in 1925. Sir JAMES O'CONNOR, who was Attorney-General in Ireland from 1916 to 1918, and Lord Justice of Appeal in that country from 1918 to 1924, is now joining the solicitor branch of the legal profession. He was admitted to the Irish Bar in 1900, was called to the Inner Bar in 1908, and to the English Bar by the Middle Temple in 1925, taking "silk" later in the same year. It is, we believe, extremely rare for a King's Counsel to leave the Bar to become a solicitor, but Mr. J. T. LATHAM, K.C., who was admitted a solicitor in 1924, afterwards joined a Liverpool firm of solicitors carrying on a business which had been in his family for many years.

Judicial Patronage.

A LEGEND has come down to us from a past generation which tells of two exalted persons who at different times had been called upon to make appointments to the bench. One of the two is reported to have said to the other, that "*Cæteris paribus* I always appoint a relation," upon which the only comment made by the other was "D——n *cæteris paribus*." We smile at this, but realise that, embodied in the statements were the principles upon which in by-gone days, as may be seen by glancing through old law lists, so many appointments were made either to the bench or to other official positions connected with the courts. We live in better times when a greater sense of responsibility is felt by the distributors of patronage, and when, consequently, the fact of relationship is not *per se* a ground for appointment to office. Again, the mere political complexion of a person's views no longer favours or bars his chance of promotion. This is as it should be, although it is not so long ago that the colour of a person's political coat determined whether he would or would not reach the bench. The bracing words of the Lord Chancellor at the Guildhall banquet, when he declared that politics should not enter into these appointments, that the mere fact that a man belongs to the Labour Party or the Conservative Party or the Liberal Party is neither a qualification, nor, on the other hand, a disqualification, for the High Court, the county court, or the magisterial bench, will be heartily welcomed by the whole profession. Professional and not mere political capacity is what is wanted for the judicial office. Recent appointments and promotions, it will have been noticed, have all been in accordance with the principle enunciated in Lord SANKEY's speech.

The Middle Temple and America.

THE ANNOUNCEMENT that the calls to the Bar at the Middle Temple on Monday, 18th inst., included two sisters from New York is of international interest and strengthens still further the chain of association between the famous Inn and the great Republic of the West. It was in 1584—well-nigh three and a half

centuries ago—that Sir WALTER RALEIGH, most famous of all the adventurers from the Middle Temple, sent out the first expedition to colonise Virginia under the command of one, PHILIP AMADAS, who (so Mr. BEDWELL tells us in his book) was fined by the benchers for being absent from his studies. RALPH LANE, who (according to the "Dictionary of National Biography") followed soon after, and became the first Governor of Virginia, was also a Middle Templar. In the same year went out ADRIAN GILBERT, step-brother of RALEIGH, and also a member of the Inn. Thenceforward the records give a long series of distinguished members who were associated with the Virginian Company and played their part in the colonisation of America. The mutual interest thus created has never been allowed to die out, and it is notorious that the first enquiry made by Americans who visit the Temple is for the old hall of the "Middle." Now that two daughters of America have been "called" in that famous hall, even greater interest in its history may be expected from visitors who cross the Atlantic.

The Untouchables.

ONE WONDERS whether the ubiquitous communistic activity or simply an overlong outraged sense of natural justice is responsible for the recent attempt of a deputation of "Untouchables," the lower classes whose touch is pollution to high-caste Hindus, to enter the Parvati Temple at Poona. The deputation, which was seeking a right of entry to the temple for its supporters, was met by a fusillade of stones and slippers from caste Hindus at the temple entrance, and, although the disturbance was quelled by the police, the Untouchables have, it is reported (*The Times*, 14th inst.), threatened to continue their importunities until the right of entry is granted to them. The abolition of class distinction among the Western nations, which some at least consider capable of ultimate realisation, presents but Lilliputian difficulties in comparison with those attendant upon an attempt to level socially the teeming masses in India, where inter-racial incompatibility and the multiplicity of caste distinctions render the task well nigh impossible. Class favouritism—one law for the rich and another for the poor—has been frequently complained of in prosecutions in this country, but we fall very far short of the state of affairs recognised by Hindu law. In "The General Principles of Hindu Jurisprudence" it is said at p. 346 that: "Difference in caste also gave rise to a difference in the measure of punishment . . . for ordinarily a person belonging to a higher caste was generally subjected to a lighter punishment than one belonging to a lower caste for an offence of an apparently similar description. Thus a person belonging to a lower caste abusing or assaulting a person belonging to a higher caste was subjected to a heavier punishment than a person belonging to a higher caste found guilty of a similar offence in relation to a person belonging to a lower caste." Centuries of subjection to inequitable doctrines of that nature could not, however, destroy the innate sense of justice in mankind which sooner or later must burst its bonds and work out its own salvation. To find a realisation of the meaning of "Liberté, Egalité, Fraternité" taking shape in the minds of the Untouchables is a step in the right direction; the onward roll of an enlightenment which cannot be checked.

Infanticide or Murder.

SOME REMARKS of Mr. Justice HUMPHREYS, very briefly reported in the daily press, may lead to misunderstanding. The learned judge, in his address to the grand jury at the recent Liverpool Assizes, referred to two cases, in which, he said, two female prisoners were wrongly accused of infanticide, and said it was the duty of the grand jury to return true bills for murder. "It should be widely known that to kill a newly-born child is as much murder as before the Infanticide Act, 1922, was passed." This seems to imply that infanticide is not a felony for which an indictment lies, but is only an alternative verdict which may, in special circumstances, be returned upon an indictment for murder. It is, however, plain from s. 1 (1) of the Act, that infanticide is a separate felony, and s. 1 (4) speaks in terms of an "indictment for infanticide." Whether the learned judge is correctly reported it is impossible to say; the need for compression is responsible for much inaccuracy; but, if he be correctly reported, we submit, with all respect, that where a woman causes the death of her newly-born infant when she has not fully recovered from the effects of giving it birth, and by reason thereof has the balance of her mind disturbed, the examining justices, upon these circumstances appearing to them, are right in committing her for trial for the lesser offence, and not inflicting upon her the further agony of mind inseparable from a trial for murder, where everyone, save the unhappy creature in the dock, knows there will either be no conviction for murder, or a remission of the death sentence. It was indeed, to avoid this very thing that the Infanticide Act was passed.

Variation of Settlements.

THE POWER of the court to make orders concerning settled property is contained in the Supreme Court of Judicature (Consolidation) Act, 1925, s. 192, which provides that, "the Court may after pronouncing a decree for divorce or for nullity of marriage enquire into the existence of ante-nuptial or post-nuptial settlements made on the parties whose marriage is the subject of the decree, and may make such orders with reference to the application of the whole or any part of the property settled either for the benefit of the children of the marriage or of the parties to the marriage, as the court thinks fit, and the court may exercise the powers conferred by this section notwithstanding that there are no children of the marriage." In *Prinsep M.K.W.* v. *Prinsep A.L.*, 73 SOL. J. 429, on a motion for the confirmation of the registrar's report on the petitioner's (i.e., Mrs. A. L. PRINSEP's) application for the variation of an ante-nuptial settlement and a post-nuptial settlement, HILL J., decided that the settlement should be varied to secure to the petitioner, and the daughter, a capital sum of £45,000; the balance of £62,000, was left to Mr. PRINSEP and other parties interested to agree to terms of re-settlement such as would satisfy the court: Mr. PRINSEP and the trustees having failed to agree terms, the matter came before the court again, when HILL, J., directed that £40,000 should be settled on discretionary trusts for Mr. PRINSEP (who had re-married) and his present wife or any future wife or issue, with a power of appointment in favour of any surviving wife, and that the balance of the trust funds should be transferred to Mr. PRINSEP absolutely. The trustees appealed, and it was held by the Court of Appeal (*Times*, 5th November, 1929), that the order made by HILL, J., *supra*, could not be upheld in its entirety, and the right order would be that the provision for the injured wife and the daughter should stand, but the trusts affecting the £62,000 (comprised in the post-nuptial settlement) should remain with such variations only as were made necessary by the wife and daughter having been otherwise fully provided for. Lord HANWORTH, M.R., was of opinion that there was no authority under the Supreme Court of Judicature (Consolidation) Act, 1925, s. 192, *supra*, for the judge to go as far as he had done, and that the principle in these cases was not to interfere with existing settlements more than was necessary to provide for the injured wife and the issue of the marriage.

Control of Clubs.

THE VEXED question of police entry into clubs and their stricter control by authority has again been raised, and there has been correspondence in *The Times* between the Secretary of the Magistrates' Association and persons who object to any interference. When all the arguments on both sides are exhausted, the facts remain that there are numerous clubs needing strict supervision, and many others properly

conducted. The members of both object to the police having a right of entry, the former because they want no check on their illegal activities, and the latter because they claim that a man's club should be as much his castle as his home. It is impossible to enact a law not general in its terms, and it may be the good ones will have eventually to submit to inspection (which would in their cases be purely nominal and carried out in an inoffensive way), so that the bad may be eliminated. A suggestion was once put forward that clubs should be required to find sureties for good conduct. The clubs of standing would have no difficulty, whereas no man of substance would risk his money on promising good conduct for a club of doubtful tendencies. If the personal element were regarded as undesirable, clubs might be required to put up deposits, like candidates for Parliament, and be ineligible for registration without deposit.

A Coroner Dissociates Himself from his Jury.

At an inquest where the driver of a motor car was concerned, the jury found a verdict of manslaughter. The coroner had said that the conflicting evidence, in his view, ruled out a verdict of manslaughter, but that it was for the jury to say whether there had been negligence. Thus left, the jury decided the motor driver ought to stand his trial. The Coroner: "It is your verdict, not mine." As a statement of fact, this was superfluous. It was presumably meant as an indication of a difference of opinion. But if the coroner really felt like that about it, careful and clear analysis of the evidence would probably have carried the jury with him. It is always a little dangerous to rely on newspaper reports in such cases. Hasty reporting and sub-editing are responsible for much. But we have found that too often juries at inquests are given insufficient assistance by the coroner, and then snubbed, sometimes ungently, for doing, in their own way, what they regard as their duty. The question of negligence is a difficult one. The Lord Chief Justice has recently used phrases which are already being dragged from their setting and misapplied. Less impatience with the jurors, who are ordinary citizens called to unaccustomed work, is desirable, especially in dealing with recondite subjects upon which even lawyers fail at times to clear their minds and pronounce clearly.

The Responsibilities of Speed-boat Proprietors.

In the recent case of *Peters* v. *Marshall*, at Llandudno County Court, the claim was for £20 as damages for negligence. The plaintiff had taken a half-crown ticket on a speed-boat, and—to prevent himself from slipping at a sharp turn—had rested his fingers on the dashboard. The defendant, who was driving, was alleged to have pulled up the windscreen, which had caught and crushed the plaintiff's fingers. The defendant's case was that passengers demanded the sharp turns (as these provided the thrills without which the trips would be disappointing) but in negotiating a sharp turn the driver had to use both hands and concentrate, so that he could not possibly attend also to the windscreen. It was contended that the plaintiff had risen to his feet and had pressed upon a portion of the windscreen, which he had accidentally closed upon his own fingers, this being the only accident among 11,000 passengers carried during the season. His Honour Acting Judge Glanville Morris held that the plaintiff had himself moved the screen, and judgment was therefore given for the defendant, with costs. The law as to liability for dangerous amusements was considered by the Court of Appeal on the 12th inst., in *Humphreys* v. *Dreamland, Margate, Limited*. The plaintiff's son had been killed in the "Atlantic Flyer," but a judgment obtained against its owner had proved to be abortive. The defendants, however, were held to be not liable as owners of the land, as there was no contract between them and the deceased, nor had they invited him to mount the machine. See "The Responsibilities of Dirt Track Proprietors" in our issue of the 27th April, 1929, 73 Sol. J. 264.

Criminal Law and Police Court Practice.

A Gap in the Law.—The framers of the Larceny Act, 1916, thought of a great many things, and it is not often that a defect in it comes to light. A small oversight was revealed in a recent case in the Court of Criminal Appeal. A man had been convicted at Bradford City Sessions, apparently upon a plea of guilty, of two charges of attempted larceny; the facts showed that the charges ought to have been attempting to obtain money by false pretences. Had the substantive offence, and not a mere attempt, been proved, s. 44 of the 1916 Act would have availed, so that upon an indictment for larceny the jury might have found the defendant guilty of obtaining money by false pretences. That section, however, doubtless by an oversight, does not specifically mention attempts. It deals with several contingencies in a thoroughly practical way, but is silent on this point. The conviction was therefore quashed. The Lord Chief Justice, perhaps having in mind certain bureaucratic powers possessed by some Government departments, drily observed: "This court is not in the position of those who have statutory power to modify the provisions of a statute. We have to administer the law as it stands."

Tests for Motorists. — The Camberwell Coroner recently got a "rider" from his jury that "we consider that legislation should be passed to the effect that before motor drivers receive a licence they should be required to pass a test before some public authority." We have often wondered what happens to "riders." We strongly suspect they usually gallop off into the vast limbo of useless talk. At best, they get their hobby horses stabled in the forgotten files of some great department. There are difficulties about the test. Who is to conduct it? Is it to be repeated at fixed intervals? What is it to test—ability to handle the gears and levers of a car, or road sense? At its best, it will eliminate some inefficient drivers. It will leave untouched the skilled driver so confident of his own efficiency that he will take deliberately risks as great as ever the tyro takes blindly. It is a complicated matter. Let us say, in the good English way, "Something ought to be done," and then go on as before, licensing the half blind, and the wholly deaf, the one-armed and the one-legged, the mental defective, and the senile of both sexes, to drive engines more powerful for their purpose than railway locomotives, so responsive to the touch that they can almost dance a rigadoon on the open road, and so speedy that they can easily do twice and three times the speed limited by law.

Mis-prision Prescribed by the Ethics of Journalism. —The New York correspondent of the *Morning Post* relates that "three reporters were sentenced to forty-five days' imprisonment because they refused to break their professional code." We doubt whether the charge was framed in these words. What the journalists seem to have done is to have visited "speakeasies," the elegant Americanism for illicit drinking dens, to get material for fiction. They bought intoxicating liquor "at forty-nine places." When their reports were published the grand jury required their attendance, but they refused all information about the "bootleggers" with whom they had come into contact. Of course, this may, for all we know, be an offence against the law in the United States, akin to our mis-prision of felony, but it seems far more likely that the enterprising pressmen got their punishment for substantive offences against the prohibition laws which they broke seven times seven times.

Mr. William R. Lloyd, M.B.E., solicitor, has been appointed Clerk to the Guardians of the Lampeter Union and Superintendent Registrar of Births, Deaths and Marriages for the District of Lampeter. Mr. Lloyd was admitted in 1915.

Powers of Attorney.

THE improper exercise of powers of attorney is sometimes the cause of much suffering. It not infrequently happens that innocent third parties have to bear the brunt of the attorney's misdeeds. Thus, in *Reckitt* v. *Barnett, Pembroke and Slater Limited* [1929] A.C. 176, the appellant gave one T, a power of attorney to manage his affairs while he was abroad, and T lodged this power with the appellant's bank in order that he might draw cheques upon the appellant's account. Later the bank pointed out to T that the power did not in their view authorise the drawing of such cheques, whereupon the appellant wrote to the bank stating that he wished the power of attorney to cover the drawing of cheques upon the bank by T, "without restriction." Some years later, in payment of a private debt incurred by T to the respondents, T drew and issued a cheque payable upon the appellant's bank payable to the respondents or order, and the cheque was signed as the appellant's attorney. The cheque was indorsed and paid in by the respondents to their own banking account, and was duly honoured by the appellant's bank. The respondents knew that the debt in respect of which they received the cheque was a private debt between them and T, and on the face of the cheque the respondents saw two things, (1) that it was the appellant's account which was being drawn on, not T's account, and (2) that T ascribed his power to draw on that account to his position as the appellant's attorney. The respondents made no further inquiry and took the cheque for what it was worth. The appellant, having brought an action to recover from the respondents the proceeds of the cheque in question, it was held by the House of Lords (reversing the decision of the Court of Appeal and restoring the judgment of ROWLATT, J.) that the appellant was so entitled to recover the proceeds of the cheque. Their lordships took the view that the issue to the respondents of a cheque on the appellant's account in payment of T's private debt was not within the authority conferred upon T by the power of attorney, and that therefore the appellant was not bound by it; and that the respondents, having notice that the appellant's money was being applied for T's private purposes, were not entitled to hold the proceeds of the cheque.

The above case invites us to examine the law relating to powers of attorney from a number of aspects. The law of principal and agent, the question of notice, the liability of third parties for the fraud of an agent, are some of the matters which might be investigated. But any examination of these matters would lead us far afield, and could not be conveniently accomplished within a moderate compass. We propose, therefore, to address ourselves to another aspect of the problem which has a bearing upon the above case in common with all other cases relating to the same subject, namely, the construction which the law puts upon powers of attorney. The actual wording of such powers vary considerably according to the circumstances in which they are given and the purposes for which they are required. There are, however, certain rules of construction which are of general application. In the first place, the operative part of the deed of attorney is controlled by the recitals. Thus, in *Danby* v. *Coutts and Co.* (1885), 29 Ch.D. 500, the operative part of a power of attorney appointed X and Y to be the plaintiff's attorneys, and conferred on them large powers, but was silent as to the duration of those powers. The recital, which preceded the operative words, stated that the plaintiff was going abroad, and was desirous of appointing attorneys to act for him during his absence from England. It was held by KAY, J., that the recital controlled the generality of the operative part of the instrument and limited the exercise of the powers of the attorneys to the period of the plaintiff's absence from this country. The next rule of construction is to the following effect: A power of attorney, followed by general words, is not to be extended beyond what is necessary for doing the particular act for which the power is given. Thus, in *Perry* v. *Holl* (1860), 29 L.J. Ch. 677, A gave B a power of attorney, empowering B to act in and conduct and manage all his affairs in the United Kingdom, and to receive and recover debts, to settle accounts, to recover money due on security, to compound debts, to enter and repair his hereditaments, to receive his rents and to sell and exchange his real estate. The general words at the end of the power were, "for all or any of the purposes aforesaid, generally to do all and every or any other acts, matters or things whatsoever, in or about the estates, property or affairs of him, the said A, as amply and effectively to all interests and purposes as the said A could do or have done." The foregoing was a power of extraordinary amplitude, but it was held that it certainly did not in itself authorise B to borrow money upon any security. Again, in *Hogg* v. *Snaith* (1808), 1 Taunt. 347, there was a power of attorney to receive from the Commissioners of His Majesty's Navy all salary and money due to the plaintiff for his service. Then followed a general power to receive all demands from all other persons whatsoever. It was held that the authority was strictly confined to receiving the debt due to the plaintiff from the Commissioners of the Navy, and that the attorney was not authorised to negotiate bills received in payment. The third rule of construction may be stated as follows: General words are limited to the purpose for which the authority is given, and are construed as enlarging the special powers only when necessary for that purpose. Thus, in *Bryant* v. *La Banque du Peuple* [1893] A.C. 170 P.C., an agent was authorised by his power of attorney to make contracts of sale and purchase, charter vessels, and employ servants, and as incidental thereto to do certain specified acts, including indorsement of bills and other acts for all or any of the purposes aforesaid. No specific mention was made about the borrowing of money. It was held by the Judicial Committee of the Privy Council that the words "for all or any of the purposes aforesaid" did not confer upon the agent powers at large, but only such powers as might be necessary in addition to those previously specified to carry into effect the declared purposes of the power of attorney. Therefore, the attorney was not authorised to borrow money on behalf of the company, or to bind the company by a contract of loan. In *Harper* v. *Godsell* (1870), 39 L.J. Q.B. 185, a partner in a firm granted a power of attorney to one of his other partners to act for him in matters arising under the partnership deed, and generally to do any act, deed, matter or thing whatsoever which ought to be done in or about his concerns, engagements and business of every nature and kind whatsoever. It was held that such a power did not authorise the attorney to execute a deed of dissolution of the partnership. As BLACKBURN, J., pointed out, the general power must be restrained by the particular power. *In re Bowles* (1874), 31 L.T. 365, the chairman of a company borrowed a certain sum of money. Later the chairman gave the secretary of the company a general power of attorney enabling him to act on his behalf in all matters relating to his property, and to the affairs of the company, and to mortgage, charge or otherwise encumber all or any part of his freehold and leasehold estates, stocks, shares and effects in England, and to lease the same for any term of years, and absolutely to sell all his said estates and effects. Subsequently, the secretary, purporting to act under the power of attorney, executed a mortgage to the company to secure the above-mentioned sum borrowed by the chairman. It was held by the Court of Appeal that the mortgage was invalid as not being authorised by the power of attorney. The fourth rule of construction is that the deed must be construed so as to include all (medium powers) necessary for its effective execution. Thus, in *Routh* v. *Macmillan* (1863), 33 L.J., Ex., 38, the owners of a vessel, which had once been classed A1 at Lloyd's, authorised their agent by power of attorney to "employ the vessel as a general ship on any voyage or voyages, on such terms and in such manner in all respects as he should think fit" and generally

to act for and represent the owners in all respects in relation to the vessel as if the owners were personally present, and to do all things requisite for that purpose, although the same were not specially mentioned. It was held by the Court of Exchequer that the agent had authority to enter into a charterparty with a warranty that the ship was at the time of the charterparty A1 at Lloyd's, though at the time the power of attorney was given the vessel was no longer on Lloyds' list, and she was not described as A1 in the power. In *Re Wallace, ex parte Richards* (1884), 14 Q.B.D. 22, a power of attorney authorised the attorney "to commence and carry on, or to defend, at law or in equity, all actions, suits, or other proceedings touching anything in which the principal or his ships or other personal estate may be in anywise concerned." It was held by the Court of Appeal that this power authorised the attorney to commence proceedings in bankruptcy by signing a bankruptcy petition on behalf of the principal.

"Gadgets."

[CONTRIBUTED].

IN these days of working against the clock anything that saves time, trouble and temper is worth investigating. The writer came to the conclusion that too much energy was wasted in simple conveyancing matters in answering these questions: (1) Whom do I search against? (2) Have I applied for my search certificate? (3) Do I have to register? (4) Have I registered? (5) Is it insured? (6) Has the draft been completed? etc., etc. To avoid constantly looking through the "bundle" and/or making enquiries of others, the following rubber stamp was designed:—

Column	1	2	3	4	5	6	7	8	9	10	11
	EXD	LCS	LCR	MEM	PE	PTS	INS	NTC	STP	DC	MR
Row 1	*AB*	*2*	*1*	*1*	–	–	✓	–	✓	✓	✓ *4*
Row 2	*CD*	✓	✓	✓	–	–	✓	–			*102*

BURLEY & GEACH, PETERSFIELD, HASLEMERE, AND BISHOP'S WALTHAM.

(The blanks have been filled up for a mortgage and all work completed).

The meaning of the abbreviations is as follows:—

EXD—The two clerks responsible for examination insert their initials.

LCS—Number of names to be searched against at Land Charges Registry. (In row 1 the writer uses . . . + 1 to indicate that a Local Land Charge search is necessary; the number of names to be searched against gives a clue to the actual names on the abstract without running through a long portion of this).

LCR—Number of Land Charge Registrations to be made.

MEM—Number of memoranda to be endorsed on earlier deed(s), etc.

PE—Purchaser to execute.

PTS—Particulars of execution by Purchaser to be forwarded to Vendor's Solicitors.

INS—Insurance to be attended to.

NTC—Number of notices to be given.

STP—A tick in row 1, place deed in mail drawer and clerk clearing drawer attends to the stamping.

DC—Draft completed (✓ indicates this has been done—alternative methods could be used).

MR—Enter in mortgage register—Ledger and folio numbers when entry made.

On every rough draft (usually a mimeograph blank) this stamp is placed at the foot of the endorsement and row 1 (columns 1 to 11) is filled up by the draftsman, dashes indicating nothing to be done. The draftsman has the details brought to his notice by the stamp and in his mind are the data upon which to fill up the blanks. The typist making the copy draft (if one be made) adds the stamp in the same position, and copies the notes in rows 1 and 2. The clerk who engrosses the document adds the stamp at the foot of the *back* of the endorsement and copies rows 1 and 2. Those responsible for the examination of the copy draft and/or engrossment add their initials in column 1, rows 1 and 2. The principal or clerk in charge of the matter, when any of the points indicated in row 1 have been attended to, puts a tick in the corresponding column in row 2, and therefore at any stage of the business anyone in the office can tell by merely glancing at the stamp whether the points indicated have ever needed attention, and, if so, whether they have or have not had that attention. The "gadget" works extremely well in practice and saves time and irritation.

The stamp could, no doubt, be improved—e.g., a column could be added to indicate if a local Land Charge Register should be searched. The width of the folded endorsement should not be overlooked.

Here is another rubber stamp:—

REGISTERED AS A LAND CHARGE ON .....19...
L.C. NO.....

The draftsman places it against each and every clause in his document requiring registration as a land charge, whether for or against the client, and it is added to the copy draft (if any) and engrossment. It is also placed on the endorsement of any document registered as a document—e.g., a contract or puisne mortgage. As soon as the registration details are available the dates and official numbers are inserted. The result is that the engrossment on its face gives the dates and numbers of land charge registrations, whether in favour of or against the client. When the document, in due time, is included in an abstract of title, these details are copied in the margin of the abstract and search certificate entries disclosed (1) in the abstract and (2) in the (say) purchaser's solicitors' certificate, explain themselves. Placing the official acknowledgment of registration with the deeds does not cover the point, as (1) some clients have a habit of losing everything except the actual deeds, and (2) if another solicitor makes the registration he holds the official acknowledgment.

It is suggested that in many offices documents can be made to speak for themselves on many routine points in the manner indicated above and that a little thought on the matter will lead to the use of such stamps and to an improvement in smooth working, and incidentally to the humble and cheap rubber stamp rising in the esteem of the practitioner.

Finally, a bright ink (red or green) should be used for rubber stamps, particularly for date stamps used on correspondence. On many letters such stamps have to be placed over written or printed matter, and black or violet ink so placed is difficult, and at times impossible, to read.

The Divorce Problem.

[CONTRIBUTED.]

PEOPLE are asking when something more is going to be done in pursuance of the findings of the Divorce Commission of 1909. But the subject is one on which opinion is still sharply divided, and it is so divided because the conception of marriage is similarly divided. Those who take the strictly Christian view would allow divorce for one cause only, and one great Church not even for that. Those who take the civil view of marriage would add a number of grounds such as hopeless insanity or life-long imprisonment. The two different views are not easily reconciled.

But as in fact the State already does recognise marriage arising out of two different types of mutual promises, why should it not continue to recognise those different types in connexion with claims to divorce? All are familiar with the Anglican form of marriage service, and, so far as the promises go, Nonconformist services are very similar. But in marriage

before a Registrar according to 6 & 7 William IV, c. 85, s. 20, the only essential form, apart from the declaration against impediment, is that either party should say to the other :—

"I call upon these persons here present to witness that I take thee to be my lawful wife /or husband."

Now it may be, and in my judgment is, quite unreasonable that one who has sworn to stick to his or her partner in sickness or health till death, should ask to be released on the happening of one of the contingencies covered by the promises, because, e.g., that partner has become insane. But if no such promise was ever made, then surely the question assumes a different aspect. No doubt the parties cannot be left to do as they please. The State must determine the essential promises and what obligations should be annexed to those actually made.

The logical course would be to have, as prevails on the Continent, the civil ceremony in all cases and the religious also if desired. It is doubtful if that would not offend English sentiment. If it would, there should be no difficulty in ensuring by statute that every marriage certificate should exhibit the terms—civil or religious—on which the particular marriage had been "entered into," and in making a future claim to divorce contingent upon the terms.

It may be objected that this procedure would not be much help to those already married under religious forms. That much I admit, but I must add that I do not think their case is as hard as they make out. It is a great hardship to impose obligations arising out of religious conceptions on those to whom those conceptions are alien, but there is nothing harsh in expecting people to keep their promises.

Should legislation ever be passed differentiating claims to divorce upon the lines suggested, parties entering into marriage would have to think very seriously before making up their minds as to which form of marriage to adopt. But I rather think I know which form women would generally insist on, and I am quite certain about the form I should generally advocate if ever I had the honour of advising any of them. In the course of a fairly long experience of a facile system of divorce among Mohammedans in India I have come to a fuller appreciation of the relative stability of the marriage tie among us.

Auctioneering Topics and Reflections.

BARGAIN hunters constitute a distinct class of sale-room frequenters. They are to be found in The London Auction Mart, but not in the large numbers that congregated there before the war, as well as at auctions of furniture and other private effects. They are a shrewd race of people, or, at any rate, consider themselves to be specially endowed with the gift of shrewdness; but they do not always come off best. They are useful to the auctioneers at times because they can be depended on to keep the biddings going, up to a certain point. It is quite a lesson in human nature to study the ways of these gentry; and the methods of procedure usually adopted have to be understood with the understanding that only comes of experience before they can be at all appreciated. A bargain hunter never "goes" to a sale; he merely "drops in." The air assumed is that of a man who is perfectly careless of what is going on.

The attitude of bargain hunters towards each other is interesting to note. "If I can't have it, neither shall you," is the accepted policy. In the case of the gilt-edged freehold ground rent or a small block of property, with commercial possibilities, a few pounds are not likely to make any difference, it is argued; and so the biddings go on and on until only one of the contending parties is left in the field, and then he, poor fellow, discovers that he has committed himself to a very expensive speculation. The more frequently bargain hunters fall out amongst themselves, the better it will be for sellers and auctioneers alike.

The "mock auctioneer" is not dead; nor even doth he sleep. In fact he is still very much alive, but appears to be adopting new tactics. He looks out for premises that were vacated by a cheap jeweller and fills them with a variety of goods that fit in with his calling. His posters, prominently displayed on the door as well as the windows, give quite a comprehensive list of the articles for disposal; and after his name he adds quite a number of capital letters that impress passers-by, although they are worthless from a professional point of view. It is quite time the public knew the real thing and were not imposed on.

In consequence of the death of Sir JOHN M. GATTI, recently Chairman of the London County Council and Mayor of Westminster, his marine residence at Littlestone, near New Romney, is in the market. The house was built for Viscount GLADSTONE; and about a dozen years ago was purchased by its late owner. There is direct access through the gardens to the famous golf links.

So far, the new Cabinet has given no indication of redressing a great wrong, by arranging for the man who invested his savings in small house property and kept it in good order to obtain compensation more than the actual site value if his possessions are unfortunate enough to be included in what has been scheduled as a slum area.

Small urban house property is still in good demand both for investment and speculative purposes, and the rumours of a tax on land values do not appear to have affected the competition for building sites. Licensed premises continue to sell well, but there is not a great desire to take over the responsibilities attached to the possession of a large hotel.

J. A. M.

A Conveyancer's Diary.

[CONTRIBUTED.]

A Flaw in the Title.

The fact that conditions limiting titles to twelve or fifteen years, or even less, at sales by auction, are now very usually made and accepted, perhaps offers proof that the efforts of lawyers to simplify conveyancing are beginning at last to bear fruit. Nevertheless, a title which can be offered without any special conditions must still be regarded as the exception and not the rule. The simplest case is that of a title depending on a fact which the vendor believes to be true, but of which he cannot offer strict proof. The condition then runs in the form of a recital, with the corollary "the purchaser shall assume." This is sometimes fortified by the offer of a statutory declaration. If the assumption to be made were found to be untrue the declaration could not of course cure it, but it is a guarantee of *bona fides*, for a person who knowingly makes a false declaration can be prosecuted under the Perjury Act, 1911. A simple instance of a special condition can be given in respect of some property in the north of England left by a testator to his children in equal shares. One of them embarked from Australia on a cruise to the South Sea Islands on a vessel of which nothing more was ever heard. The purchasers in such a case knowingly take the risk, deemed negligible, of the missing person returning to claim a share of their property. That may be regarded as an example of a good holding title. There are plenty, however, with more serious flaws, which may give a vendor's legal adviser much anxiety if a flaw is discovered before the conditions are settled, and still more so if discovery is due to the diligence or ingenuity of a purchaser's advisers. Sometimes the flaw remains undiscovered throughout a transaction. This happened in *Page* v. *Midland Railway Co.* [1894] 1 Ch. 11, where an erroneous construction of a will was the foundation

of a title offered by a vendor and accepted by purchasers. In this case the purchasers were fortunate enough to have full covenants for title and a solvent estate against which to enforce them. In the remarkable case of *Re Atkinson and Horsell's Title* [1912] 2 Ch. 1, a title depending on a faulty construction of a will was again offered, but the purchaser's advisers discovered the mistake and repudiated the contract. The title of the vendor as disseisor under the Statutes of Limitations, though not originally offered, was nevertheless forced on him. The limits of forcing a bad title on a purchaser by condition are discussed in *re Scott & Alvarez's Contract* [1895] 2 Ch. 603. The property there sold was held under an underlease, with a stipulation that the vendor should be satisfied with the production of the underlease and assume the title in an intermediate holder. In fact that holder's title depended on fraud, and was bad, though it did not appear that the vendor was aware of it. The Court of Appeal held that the purchaser's deposit was forfeited, as a matter depending on law, but refused specific performance to the vendor as an equitable remedy to force the sale of something which she was in fact unable to sell. In passing, the forfeiture of the deposit is somewhat difficult to reconcile with the judgment of Pollock, B., in *Want* v. *Stallibrass* (1873), L.R. 8 Ex. 175, which does not appear to have been quoted.

As to the possible limits of what a purchaser may be required to believe by condition, the universal disapproval of the second point decided by Malins, V.C., in *Bolton* v. *London School Board* (1878) 7 C.D. 766, may be mentioned (as to such disapproval, see *Wallis & Grout's Contract* [1906] 2 Ch. 206). The condition was in fact the statutory one as to recitals twenty years old, then contained in the Vendor and Purchaser Act, 1874, s. 5, and a recital contained a statement that a vendor was seised in fee simple. The title on that statement was forced on a purchaser, but the case would not be followed. Yet, in thousands of titles, the vendor is required to assume that someone held the property to be sold in fee simple free from incumbrances, and no doubt that requirement, in the absence of *mala fides*, would be enforced. The question whether a purchaser can be bound to accept an incorrect legal deduction, i.e., to assume a particular construction of a will which his advisers believe to be wrong may be propounded. If the relevant passage of the will is clearly set forth in the conditions, it is submitted that the purchaser must be bound, for he is clearly given the option to leave the property alone. But he would not of course be bound if there was an adverse decision on the actual will. A curious instance of faulty abstract may perhaps be of interest. A son, devilling for his father, started his requisitions by observing that, since by an abstracted will the property devolved on X, Y, the vendor, had no title. The father said: "I don't agree with you, but there may be something in the point, and I'll adopt your requisition." This was duly sent in, and extracted from the vendors a judgment of a Chancery judge, agreeing with the son, and one on appeal agreeing with the father. Obviously these judgments should have been contained in the original abstract.

Landlord and Tenant Notebook.

Alternative Business Premises Accommodation.

In view of the recent decision of a Divisional Court in *Middlesex County Council* v. *Hall*, 45 T.L.R. 475, to the effect that a landlord of premises within the Rent Restriction Acts is only bound to show the existence of suitable alternative dwelling-house accommodation, in order to obtain possession under such provisions as para. (*d*) of s. 4 " 5 " of the Act of 1923, and that he is not bound to show that alternative accommodation for the purposes of the tenant's business (if any) is also available, it is a moot point whether the authority of such decisions as *Williamson* v. *Pallant* [1924] 2 K.B. 173, is not thereby challenged.

In *Middlesex County Council* v. *Hall*, the facts were briefly that the plaintiff authority required possession of the premises for the purpose of the execution of certain statutory duties. Suitable alternative dwelling-house accommodation had been offered by the authority to the defendant, but the latter had declined it on the ground that the accommodation offered was not suitable for his business of a tea-shop. The Divisional Court held on the principle referred to above that the landlords were entitled to possession.

Now, how does this case differ in its essential facts from *Williamson* v. *Pallant*, which case, it should be observed, was not cited to the Divisional Court in *Middlesex County Council* v. *Hall*, as far as can be gathered from the report.

In *Williamson* v. *Pallant* the premises in question consisted of a shop, one stock-room, four bedrooms, one living room, and a scullery. The defendant's wife carried on a general business and his son carried on a greengrocery business on the premises, and it was proved that the defendant and his family had built up a very good business which was the main source of their income.

The defendant objected to give up possession on the ground that he would suffer serious financial loss if he were turned out of the shop, as his living would be gone, owing to the difficulty of obtaining a shop elsewhere.

The county court judge made an order for possession under s. 4 " 5 " (1) (*d*) of the Act of 1923, being of opinion that he was not entitled to take into consideration the financial hardship which might be inflicted on the tenant. On appeal, however, the Divisional Court reversed the decision of the learned judge.

In the above case it should be noted the existence of alternative accommodation was not necessary since the Prevention of Eviction Act, 1924, had not then been passed, and para. (iv) of s. 4 " 5 " (1) of the Act of 1923 applied. It seems nevertheless difficult to reconcile *Williamson* v. *Pallant* with *Middlesex County Council* v. *Hall*, since in the former case the court was considering a matter (i.e., the manner in which the business of the tenant would be affected) which it seems, according to the latter, it was not entitled to consider.

Thus, Swift, J., said ([1924] 2 K.B., at p. 177): "But it is said that the county court judge must not consider the financial loss which might be caused to the tenant from the loss of the goodwill of the business. I do not say that weight ought to be given to such a consideration, or in what form that weight ought to express itself. It may be that it would simply express itself by giving the tenant—as it is suggested the county court did in this case—a little longer time than he otherwise would in order that he might make arrangements for the transfer of his business to some other place, or in some way or other to alleviate for himself the hardship which immediate ejectment might cause. But whatever weight is to be given to the fact of financial loss to the tenant by reason of the loss of business, and in whatever form that is to be expressed by the order of the court, it seems to me to be plain that it is a circumstance which the county court judge is at liberty to take into consideration, and, indeed, which he ought to take into consideration."

Williamson v. *Pallant* also seems to be contradictory to *Thompson* v. *Rolls* [1926] 2 K.B. 926. Briefly that case decided that alternative accommodation might be offered to a tenant in the self-same house of which possession was being asked for in cases where the tenant did not personally occupy the whole of the house. In this case the tenant sub-let two of the rooms, furnished, to a lodger, and an order was made to the effect that the tenant should give up possession of these two rooms to the landlord, who required possession of them for her own occupation. That the fact that the tenant requires possession for the purpose of his or her business is immaterial

in such cases seems pretty evident from the following passage in the judgment of Rowlatt, J. (*ibid.*, at p. 432): "But the reason why the defendant objects to the arrangements is that she makes a profit out of letting the two rooms. It is quite clear that this case is outside the mischief which the Rent Restriction Acts were intended to remedy. It is not a case of an unfortunate tenant being turned out of the only accommodation she can get: it is a case of an owner being kept out of the rooms which the tenant does not want herself to occupy, but out of which she makes a profit."

From these authorities there appears to be some ground for the view that *Williamson* v. *Pallant* was wrongly decided.

Our County Court Letter.

THE EXTENT OF THE EQUITY JURISDICTION.

The scope of the County Courts Act, 1888, s. 67, was considered in the recent case of *Barry* v. *Wallace*, at Hereford County Court. The parties had been partners in a ladies' hairdressing business, and the plaintiff claimed dissolution and payment of her half share of profits. The defendant submitted, however, that the court had no jurisdiction, on the ground that the partnership assets exceeded in amount or value the sum of £500. After the entry of the plaint, the defendant had sold the business for £550, but £150 of this amount was in respect of goodwill and trade name—the sum realised by the stock-in-trade, fixtures, etc., having been £400. It was contended for the plaintiff that "property, stock and credits," in para. 7 of the above section, did not comprise goodwill and trade name, and that it was never intended that a judge should have to value an intangible item such as goodwill. His Honour Judge Roope Reeve, K.C., pointed out that the amount or value had not merely been estimated at over £500, but the business had actually been sold for £550. If the question had arisen in other circumstances, it might have been necessary to hear expert evidence of value, but in the actual agreement for sale £150 had been allocated to goodwill. Apart from direct authority, it could not be held that goodwill was not property within the meaning of the above section, and, without assuming the plaintiff's contention that the amount included another business at Leominster, the result was that the county court had no jurisdiction. The action was therefore referred to the Chancery Division, no order being made as to costs, which His Honour considered should be costs in the action.

The above decision followed *Sunderland* v. *Glover* [1915] 1 K.B. 393, in which the correct procedure was laid down. The defendant had proved a will relating to an estate of £715, but had received £350 from the testator during his lifetime. The plaintiff contended that this sum was not a gift to the defendant, but a loan, and she therefore issued a summons in the Hampshire County Court asking for the determination of the question arising in the administration. A preliminary objection was taken by the executor that the court had no jurisdiction, as the amount or value of the estate exceeded £500, and the county court judge, after inspecting the probate, upheld the objection and dismissed the case under s. 114 of the above Act, with costs against the plaintiff. The Divisional Court held, however, that this course was only justified if it appears upon the face of the record—apart from the evidence or affidavits filed—that the £500 limit is exceeded. Lord Coleridge pointed out that the county court judge had merely relied on the probate, and the disputed allegation that the £350 was a loan, whereas he ought to have decided the issue by entering upon the case and arriving at a judicial determination as to where the truth lay. If and when it appeared that the estate was over £500 in value, the action should have been transferred to the Chancery Division under s. 68 of the above Act. Mr. Justice Shearman concurred in remitting the case upon the question of jurisdiction, the odd position being that, if the plaintiff proved that the £350 was a loan, a transfer to the High Court was inevitable. It is to be noted that the £350 was taxable either as a gift or a loan, and therefore the estate duty affidavit was not conclusive as to the amount of the estate at the date of death.

Similar difficulties may arise in actions for specific performance, as in *The King* v. *Judge Whitehorn* [1904] 1 K.B. 827, where the plaintiff had paid £75 for a leasehold house, which was worth about £1,500, but was subject to a mortgage of £1,100. The county court judge refused to try the action, on the ground that the *ad valorem* stamp on the assignment would show that the value of the property exceeded £500. The Divisional Court granted a *mandamus* to hear and determine the action, and Lord Alverstone, L.C.J., pointed out that the subject matter was an equity of redemption of the value of £75, and that the county court therefore had jurisdiction. This was subject to powers of removal under s. 126 of the above Act, however, if it should transpire that the interest in very valuable property was at stake. Mr. Justice Wills and Mr. Justice Kennedy concurred on the ground that the Stamp Acts were concerned with revenue matters only, and that the proper rule was to follow the natural and fair meaning of the words in the section.

Practice Notes.

TIME TABLES AND EXCESSIVE SPEED OF OMNIBUSES.

The inter-relation of the above factors was considered at the last West Riding Quarter Sessions, held at Wakefield, in an appeal by the proprietor of the Majestic Motor Services. The appellant's omnibuses travelled between Newcastle and London, and he had been convicted and fined £10 at Doncaster for aiding and abetting a driver, who had pleaded guilty to exceeding the speed of twenty miles an hour. The case for the respondent was that the time-table, taken in conjunction with the mileage, showed that the average speed (while actually running) was necessarily almost twenty-five miles an hour, and that no omnibus could maintain that average without greatly exceeding that speed on some parts of the journey. The prosecution therefore contended that the proprietor, who arranged a time-table involving such a running average, was knowingly compelling the driver to reach occasional speeds of at least thirty-five or forty miles an hour. It was submitted on behalf of the appellant that there was no evidence of aiding and abetting, and it was announced by the chairman, Mr. W. F. Tempest (after a retirement) that the bench allowed the appeal, with costs, as the prosecution had not proved the case and the conviction could not stand.

THE TOWAGE OF MOTOR CARS.

A prosecution with regard to the above recently took place at Stafford, where a lorry driver was charged with having control of a motor car, the fittings of which were in a condition liable to cause danger, contrary to the Motor Cars (Use and Construction) Order, 1904, Art. II (6). The defendant's lorry was being towed by another lorry (the driver of which was charged with aiding and abetting) and the tow-rope had become entangled in the front axle of the in-tow lorry. The latter swerved to the off side and collided with a motor car coming the opposite way, but—although the driver of the in-tow lorry had been in difficulties for several hundred yards—he was unable to attract the attention of the driver of the first lorry, which had no mirror. The defence was that there was no statutory definition of "fitting," which only included mechanical parts and not an extraneous thing like a tow-rope, the latter not being an article mentioned in motor catalogues. It might be that the chain or bar used to connect a trailer to a lorry was a fitting, but that was not the

case before the court. The bench reserved their decision, and the chairman, Mr. R. G. Patterson, announced at a subsequent court that both cases were dismissed, without costs. It is to be observed that some lorries are fitted with a hook in front, which is undoubtedly a fitting, but the prosecution (in the absence of admissions) will usually have no proof as to whether the annexed tow-rope was provided by the front or rear lorry, and there will therefore be no evidence against either driver.

Reviews.

Dart's Treatise on the Law and Practice relating to Vendors and Purchasers of Real Estate. Eighth Edition. E. P. Hewitt, K.C., LL.D., and M. R. C. Overton, M.A., Barrister-at-Law. In two volumes: Vol. I, medium 8vo, pp. cclxxvi and 603; Vol. II, pp. iv and (with Index) 1,368. 1929. London: Stevens & Sons Limited. £5 net.

As we are reminded in the preface, it is now twenty-four years since the last edition of this well-known book was published, during which period, not only, as might be expected, have many important changes in the law of vendor and purchaser taken place, but also, as was not so to be expected, the whole law of real property has, under the new Acts, in many essentials taken on an entirely new aspect. It can, therefore, easily be understood that the task of the editors of the present edition was no easy one, and the unhappy chance of the death of the late Mr. E. P. Hewitt, K.C., while the work was yet incomplete, must have resulted in the placing of an unpleasantly heavy burden on the shoulders of his co-editor, Mr. M. R. C. Overton. However, despite this misfortune, the editors have between them produced an edition of "Dart" in every way worthy of its eminent author. It is to be noticed that in the new edition the index has been considerably modified, and, though shorter than that of the last edition, is, so far as we have been able to test it, no little improvement thereon—a point which the ordinary practitioner cannot fail to appreciate in a work of this nature.

The original form of the work has not been altered to any great extent, except in cases where a new statute or revolutionary decision has effected such a change in the law as to render it impossible for the editors merely to have brought the old text up to date; for instance, the chapter on the Land Registration Act, 1925, is, of course, quite new; this chapter, it may be remarked in passing, forms an admirable epitome of the law created by and embodied in that Act. Again, the editors have clearly decided to retain in its original form as much as possible of the text, and have apparently been at some pains to carry this decision into effect, with the excellent result that most of the well-established principles of the law of vendor and purchaser are still expressed with all the conciseness and clarity for which the early editions of the book were so noted. In many cases, too, the editors have carried on the original author's practice of setting out briefly the facts of an important case before stating and perhaps commenting on the decision therein arrived at; this is, obviously, of great advantage to the reader, in that it enables him clearly to grasp the *ratio decidendi* of a case—which is frequently as important as the actual decision, if not more so—and thus save much time otherwise occupied in searching through possibly useless reports.

The editors have for the most part refrained from commenting on the advantages of the new Acts or the wisdom of the decisions in the new cases; perhaps they did not feel bold enough to put forward their own views for public criticism; perhaps they felt that those same views would have been out of consonance with those of the late Mr. Dart; at any rate it is a small point and at most only deducts a little from the interest of the book.

Despite the quantity of new matter that has perforce been added, the present edition, so far from exceeding its predecessor in length is, in fact, considerably shorter; and this has apparently been attained without omitting from the text anything that could possibly be of practical value. The editors are to be congratulated on this effort to prevent the book from becoming too cumbersome with the consequent loss of facility of reference. The table of cases is of such dimensions that its completeness must be taken for granted. The table of the reigns of British sovereigns is reprinted and brought up to date: I have never met this in a legal text-book before, but its usefulness is obvious, and its inclusion offers yet another example of the excellence and completeness of this book, both as originally written by its learned author and as brought up to date by its no less learned editors.

History of Italian Law. The Continental Legal History Series. Vol. VIII. By Carlo Calisse, Professor of Law in the University of Rome. Translated by Layton B. Register, Lecturer on Law in the University of Pennsylvania. 1928. London: John Murray. pp. 827. 30s.

There are many reasons why Italian law should hold a unique place in the development of the body of jurisprudence which governs Western Europe and Anglo-Saxon America at the present day. Italy was the cradle of Roman law, the home of the Church and the stronghold of the merchants. It is thus the mother of the three systems which have had the greatest influence in shaping the primitive customs of the European peoples into the common law of our times. The study of the history of Italian law is therefore of immense importance to the growing number of lawyers who feel with Banduin that "*sine historia, caecam esse jurisprudentiam.*" The series of which this book forms the eighth volume was planned and achieved by a committee of the Association of American Law Schools to provide a much-needed source of enlightenment on the sources of the American common law. The series covers the private and public law of France, Germany and Italy, but this volume is the only one dealing with the complete legal system of any of these countries, and as such has an interest of its own. The three books which compose it are translated from two separately published works of Professor Calisse: his "History of Italian Criminal Law," and the public and private-law volumes of his later "Storia del diritto d'Italia." His story is largely an account of how the indomitable Jus Civile, apparently obliterated by the sack of Rome in 410 A.D., came to recover its lost supremacy. The dawn of Italian as opposed to Roman institutions was marked by Rothar's Edict of 643 A.D., a collection of ancient Lombard customs untouched by any Roman influence and reflecting the ideas of a society utterly unlike that of the Roman Empire. Professor Calisse shows how, by infiltration from the "vulgar" Roman law from canon law, by the teaching of commentators and judges trained in the civil law, by the influence upon men's minds of the glamour of the Renaissance and by many other paths, the Roman law has returned to Italy. Unlike the Netherlands, Italy made no formal reception of Roman law, but, as a vigorously-growing institution should, steadily assimilated the old civilisation to its new needs. Every student of legal philosophy will find much here, particularly in the very full sections on the law of the family and on criminal law Moreover, the work is of particular interest at the present time. Italy has embarked on a political adventure of which no one can foretell the results, and which will leave deep marks on her legal system. For a full understanding of the causes which have led up to the Fascist Revolution, no less than of the influences which are likely to mould its future legal progress, a study of Professor Calisse's work is indispensable.

SOLICITOR SENT TO PRISON.

At Nottingham Assizes, on Monday, the 4th inst., Arthur Francis Heane, a solicitor, formerly practising in Nottingham, was sentenced to nine months' imprisonment in the second division on charges of fraudulent conversion, to which he had pleaded guilty.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Damage by Overhead Electric Cable.

Q. 1784. A lets a field on a yearly tenancy to B, the agreement containing a provision against sub-letting. B used the field solely for grazing purposes, and without any consent from A, in consideration of a rent, allowed C to put two of his horses in the field together with B's own horses. It is assumed that this agreement for agistment does not amount to a sub-letting in breach of B's covenant with A, since B has not parted with possession of any part of the field. Running through a portion of the field are some overhead electric cables maintained by and belonging to A for the purposes of an industrial business, and whilst C's horses were in the field a cable fell to the ground and one of the horses on approaching the cable was killed by electrocution.

(1) If A's servants can be shown to have been negligent in allowing the cable to fall, can C claim damages for negligence?

(2) If no negligence can be proved, is it possible to claim against A under the rule in *Rylands* v. *Fletcher* or otherwise? Can it be argued that the cable must be kept safe at A's peril?

(3) Is B under any personal liability to C under any implied warranty as to safety or otherwise?

(4) What is the relationship between A and C? Is C to be treated as a licensee and would he have any greater rights against A in this event?

A. (1) A will be liable to C on proof of negligence by A's servants, as negligence gives rise to liability independently of any privity of contract or estate. C's occupation of the field by grazing horses did not constitute him a trespasser, in view of the permission from B.

(2) The rule in *Rylands* v. *Fletcher* only applies to an escape of a dangerous substance on to the land of another, whereas in the above case the damage was done upon A's own land. It cannot be argued that the cable must be kept safe at A's peril (as he is only liable for negligence), nor is the maintenance of the overhead cable a nuisance.

(3) B is under no personal liability to C either under an implied warranty as to safety or otherwise, as the danger is the very opposite of a concealed trap, and C must be taken to have accepted the risk.

(4) The relationship between A and C is that of owner and licensee, but C in that capacity has no greater rights against A. See "Our County Court Letter," entitled "The Leakage of Electricity" in our issue of the 1st June, 1929, and "Damage from Overhead Tramway Equipment" in our issue of the 9th November (73 Sol. J., 343 and 743).

Partial Solvent Intestacy—Administration of Assets.

Q. 1785. A by her will dated the 8th November, 1923, gave a leasehold house to her two nephews, the value of such house has been agreed with the district valuer at £300. There is no residue clause in the will. A dies on the 9th July of this year, leaving her husband but no children her surviving. The will is proved by the two appointed executors, and the residue consists of money in a local bank and at the Post Office Savings Bank amounting in all to £330. The husband would be entitled to this money under the partial intestacy. Information is required whether all the debts, funeral and estate duty costs, etc., should be paid out of the husband's share (i.e., out of the money he becomes entitled to under the partial intestacy). If not, how should the costs be allocated?

A. The whole of the estate duty will fall on the residue, as the leasehold house passes to the executors as such (*Re Culverhouse; Cook* v. *Culverhouse* [1896] 2 Ch. 251). There will be no other death duties (Finance Act, 1894 (57 & 58 Vict., c. 30), s. 16). The funeral expenses, debts and costs will fall on the "husband's share" (A.E. Act, 1925, s. 33).

Apportioned Leaseholds—Costs of Notice to Repair.

Q. 1786. A is the assignee of portion of the land comprised in a lease. He has custody of the lease and collects from two others, B and C, their apportioned parts, which, with his own proportion, making up the entire rent, he pays to the reversioner. The reversioner served on A a notice to repair property belonging to A and also to B. A passed on to B a copy of the notice so far as it related to B's property. The repairs having been done, the reversioner's solicitors sent in their bill to A, who requested B to pay a proportion. B declines to pay anything. The assignments of the various portions were executed in the year 1879 and are believed to contain the usual covenants for payment of the apportioned rents by the vendor and purchaser for themselves, their respective executors, administrators and assigns, with cross powers of distress and entry and perception of rents and profits and for mutual indemnity in respect thereof. Apparently the reversioners were in order in serving the notice on the owner of a portion of the land. Such owner is liable to distress for the whole rent and to be called upon to carry out the covenants in the lease as regards another portion which the owner thereof may have neglected to observe or perform. It is therefore assumed that B is liable to contribute to A some proportion of the costs under the covenant (1) to observe the covenants of the lease, and (2) the covenant for indemnity contained in the original assignment under which he holds, and that if A pays the whole amount he can sue B for portion. The amount is not easy to fix. The bulk of the work was required to be done to A's property. How should the amount be determined and how should the claim be framed?

A. We hazard the opinion that B's liability to A is confined to the amount by which the costs are increased by reason of the notice, etc., being applicable to B's property as well as to A's. If this view is correct, the amount A can recover is probably relatively trivial. We suggest that A should refuse to pay the costs, and, on being sued, should bring in B as a third party.

Widow of Incumbent in need of Assistance—Power of Churchwardens to grant Pension.

Q. 1787. Are churchwardens justified in paying out of income in their hands a pension to the widow of an incumbent, where such widow has been left in need of assistance? A resolution in support would be submitted and passed by the vestry.

A. This question does not state the source from which the income referred to is derived. Presumably it would be derived from the proceeds of collections and offertories and/or investments, the return from which would be legally at the disposal of the churchwardens or parochial church council. As regards money collected in church at the service of Holy Communion, that by law is entirely at the disposal of the incumbent. All other moneys collected in church, unless collected for some special purpose which has been announced, are to be applied as the incumbent and parochial church council agree, or, failing agreement, as the bishop may determine. See Parochial Church Councils (Powers) Measure, 1921, ss. 4 (i) and 6 (iv), also 16 (i). See also *Marson* v. *Unmack*, 39 T.L.R. 555.

Legal Parables.

XLVII.

The Perfect Will.

Once upon a time a Man of Wealth, being about to proceed Abroad, was minded to make his Will, so he sent for his Legal Adviser. To this Man of Law he observed, "You made a dashed good Will for old X, see if you can't knock up something of the Same Sort for Me." The Solicitor presently refreshed his Memory by perusing X's Will—one indeed beautifully drawn in the strictest of strict settlements by that noted Conveyancer, Sir EXES ADDS. He therefore instructed that Learned Man, in many folios, to settle the Will of this Testator. Sir EXES ADDS, in many more folios, did so. The Testator had meanwhile directed the Will to be sent for signature to the Seaport Town where he was staying prior to Embarkation. The Solicitor therefore sent it, with full directions as to Attestation. The Testator opened the Packet, read through the Document, and marvelled at the Learning displayed therein. "Very good," he murmured to himself, "capital, capital. Still," he reflected for a moment, "these Lawyer Fellows are rather Verbose. Better get it Clear and Understandable in a few words. Now suppose——" He stood for a moment in thought. Then he added at the end of the Will, "What I really mean is this: If Jack survives Dick, Jack shall take unless Dick has issue, and then Jack's children and issue, and after the death of the survivors or the others, as the case may be, Harry and the rest of the children shall take share and share alike, unless one dies first, in which case, of course, his share is to go to his children or the others as before, unless Harry has children, when they shall be the ones, taking the shares the others would have taken if they had survived, and so forth in the same manner."

The Testator duly signed the Will so altered, causing it to be properly Attested, and returned it to the Solicitor. He duly embarked, and his ship duly Foundered with the Loss of All on Board.

The Chancery Bar was suffering a Lean Time. Some weeks afterwards it was rumoured that there was a Bit of Fat in Sir EXES' chambers. And, indeed, the Bit of Fat Materialised. Jack and Dick and Harry and their issue were Doughty Fighters and Bonny Litigants. Step by Even Step they proceeded up the Golden Ladder to the House of the Anointed and the Gold brushed off by their feet Fell in Showers on Both Branches of the Profession. Ultimately the Man of Law became a Mayor and was knighted, three Senior Juniors took Silk, three Junior Juniors took wives, and they all lived Happily Ever Afterwards.

Moral: Bark—you're Cleverer than the Dog.

Correspondence.

Company Law—Disclosure by Directors of Interest in Contracts.

Sir,—Section 149 of the Companies Act, 1929, makes it the duty of a director of a company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company to declare the nature of his interest at a meeting of the directors of the company.

Mr. W. W. Paine, in a letter to *The Times* of the 15th inst., states that he is a director of a banking company and has been advised by an eminent firm of solicitors that, for the purposes of this section, he is an interested party in every loan which that banking company may make to any company in which he holds a share.

If this contention is correct, I agree with his solicitors' advice that it is a practical impossibility for any bank director to comply with the Act. The Act would require immediate amendment.

With all due diffidence, I venture to submit the argument to the contrary. In *Salmon's Case* [1897] A.C. 22, the House of Lords decided that a company was a separate entity from the shareholders of the company, even in what is called a "one-man company." In *Macaura* v. *Northern Assurance Co.* [1925] A.C. 619, the appellant had insured for his own benefit against loss by fire a large stock of timber belonging to a company in which he was a large shareholder, being desirous of an assurance that he would either receive a large dividend, or the insurance moneys if the timber were destroyed by fire. The timber having been destroyed by fire, he sued on his fire policy, but the House of Lords unanimously decided that he had no insurable interest in the timber. Lord Wrenbury said that a corporation (i.e., a shareholder) even if he holds all the shares, is not the corporation, and that neither he nor any member of the company has any property, legal or equitable, in the assets of the corporation. It is difficult to visualise a direct or indirect interest in a company that is neither a legal nor an equitable one. It will be observed in s. 40 of the Licensing (Consolidation) Act, 1910, that the parliamentary draughtsman, when disqualifying magistrates for licensing matters, used words expressly disqualifying those magistrates who held any shares in any company which is a common brewer, etc. The Municipal Corporations Act, 1882, s. 12, provides that a person shall be disqualified for being a member of a borough council if he has directly or indirectly any share or interest in any contract with the borough council. In *Lapish* v. *Braithwaite* [1926] A.C. 275, the House of Lords held that the salaried managing director of a company which had contracted with the council had not directly or indirectly any interest in the contract.

The amusing case of *Dimes* v. *The Grand Junction Canal Co.* (1852), 3 H.L. 759, in which the House of Lords held that a Lord Chancellor was disqualified on the ground of bias for acting as a judge in a case in which a company, of which he was a shareholder, was a party. If it decided more than this, it appears not to be reconcilable with the more modern authorities.

I therefore venture to submit that Mr. W. W. Paine is neither directly or indirectly interested in the contracts made by a company of which he is merely a shareholder.

Sheffield. F. B. DINGLE.
18th November.

"Drinks on Aircraft."

Sir,—I have read with interest your note headed "Drinks on Aircraft." in THE SOLICITORS' JOURNAL of the 16th inst. My object in writing is to point out that your explanation in support of the statement to the Commission that the sale of intoxicating liquor on aircraft is illegal, does not quite cover all the ground. A reference to s. 65 of the Act of 1910 is not sufficient, because that section opens with the words "Subject to the provisions of this Act." This refers to s. 111 (1) and (2) of the Act, which expressly dispenses with the necessity for a justices' licence in certain cases, of which the sale of liquor by retail on aircraft is not one. In order to complete the explanation a reference to s. 1 of the Act of 1910 is necessary. This section lays down the general rule (subject, again, to "the provisions of this Act") prohibiting the grant of a retail excise licence to anyone who does not hold a justices' licence authorising the grant of that excise licence. The general result of ss. 1 and 65 of the Licensing Act, 1910, and s. 50 (3) of the Finance Act, 1910, is, as pointed out in your note (1), that in the absence of specific statutory provision no authority can be granted by licence or otherwise whereby intoxicating liquor can lawfully be sold, and (2) that (as no such provision has been made in the case of aircraft) the sale of liquor on aircraft (*a*) is unlawful, and (*b*) cannot be authorised, in the present state of the law.

Walton-on-the-Hill, O. F. DOWSON.
Tadworth, Surrey.
17th November.

[We are obliged to this correspondent for so kindly supplementing our note with his letter.—ED., *Sol. J.*]

Notes of Cases.

Court of Appeal.

Hill *v.* Booth

Scrutton, Greer and Slesser, L.JJ. 29th October.

LANDLORD AND TENANT—LEASE—LESSEES' OBLIGATION UNDER LEASE—PREMIUM RESERVED IN LEASE—MORTGAGE OF DEMISED PROPERTY BY LESSOR—SALE OF PROPERTY BY MORTGAGEE TO LESSEE—EFFECT ON LESSEES' OBLIGATIONS UNDER LEASE—LIABILITY WITH REGARD TO THE PREMIUM RESERVED—COVENANT TO PAY PREMIUM HAVING NO REFERENCE TO SUBJECT-MATTER—LAW OF PROPERTY ACT, 1925, (15 Geo. 5, c. 20), ss. 141, 205.

Appeal from a judgment of Acton, J.

The plaintiff claimed to recover from the defendant the sum of £800, the balance of a premium of £1,000 reserved by a lease. By a lease dated 21st July, 1926, the defendant became the lessee of premises known as the Coliseum Theatre and Assembly Rooms, at Gorleston-on-Sea, at the rent of £1,100; the lessor demised the premises to the defendant in consideration of the sum of £1,000, of which the sum of £200 was paid on the execution of the lease, and the remainder was to be paid by ten equal monthly instalments of £30 each and two instalments of £250 each, one on 24th June, 1927, and the other on 24th June, 1928. The lease provided that, in the event of the term thereby granted being determined by re-entry under the proviso contained in the lease, all the premium unpaid at the date of such re-entry should become immediately due and payable. The lease gave the lessee an option to purchase the freehold of the premises at any time during the first seven years of the term, at the price of £13,000, less the whole or such part of the premium of £1,000 as should have been paid. The plaintiff had, before granting the lease to the defendant, mortgaged the property to the bank to secure a debt of about £8,000, and in the mortgage had given them the power to sell the freehold of the premises to a purchaser and to execute the necessary conveyance without further authority from the plaintiff. On 12th October, 1926, the mortgagee, acting under the power contained in the mortgage, sold to the defendant the freehold of the demised premises for the sum of £8,350. The conveyance of 12th October, 1926, was completely silent about the premium of £1,000 reserved by the lease of 21st July, 1926. The defendant contended that on the making of the deed of 12th October, 1926, the lease of 21st July, 1926, and all obligations thereunder, were finally determined. The defendant also relied on s. 141, sub-s. (1) of the Law of Property Act, 1925, which provided: "Rent reserved by a lease, and the benefit of every covenant or provision therein contained, having reference to the subject-matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other conditions therein contained, shall be annexed and incident to and shall go with the reversionary estate in the land, or in any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and without prejudice to any liability affecting a covenantor or his estate." By s. 205, sub-s. (1), of the same Act: "'Rent' includes a rent service or a rent-charge, or other rent, toll, duty, royalty, or annual or periodical payment in money or money's worth, reserved or issuing out of or charged upon land, but does not include mortgage interest . . ."

ACTON, J., gave judgment for the plaintiff.

The defendant appealed.

The COURT (Scrutton, Greer and Slesser, L.JJ.) dismissed the appeal. The defendant's liability to pay the premium was not discharged by the conveyance of the freehold of the demised premises to the defendant by the mortgagee in October, 1926. The premium was payable irrespective of what happened to the lease afterwards. Section 141 of the Law of Property Act, 1925, did not apply.

COUNSEL: *H. B. Vaisey*, K.C., and *Cope Morgan*, for appellant; *E. W. Cave*, K.C., and *Graham Mould* for the respondent.

SOLICITORS: *Torr & Co.*, agents for *Ferrier & Ferrier*, Great Yarmouth; *Bullen, Debenham, Harston & Bennett.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Stumbles *v.* Whitley.

Scrutton, Greer and Slesser, L.JJ. 7th November.

LANDLORD AND TENANT—LEASE—HOTEL TOGETHER WITH FISHING RIGHTS—"PREMISES"—WHETHER INCLUDING INCORPORATED HEREDITAMENTS—FISHING RIGHTS AS PART OF THE "PREMISES"—LANDLORD AND TENANT ACT, 1927, 17 & 18 Geo. 5, c. 36, ss. 4 and 5.

Appeal from a judgment of the Divisional Court (73 SOL. J. 367), reversing a judgment of the judge of Kingsbridge County Court.

The plaintiff, as assignee of the lease of the Royal Sands Hotel, Slapton, Devonshire, including certain fishing rights on Slapton Ley, gave notice, as tenant, to the landlord, the present appellant, requiring a new lease to be granted to him (the plaintiff) as from the date of the expiration of the old one, on the ground that he would be entitled to compensation under s. 4 of the Landlord and Tenant Act, 1927, and that the amount of compensation which could be awarded to him under that section would not compensate him for the loss of goodwill which he would suffer if he had to leave the hotel. The matter was referred to a referee under the Act of 1927, who reported that a lease of the hotel, together with the fishing rights should be granted to the plaintiff at a rent of £205 per annum. On appeal to the county court, the county court judge held that the word "premises" in the Act of 1927 did not include an incorporent right like the fishing rights in question, and he sent the matter back to the referee for consideration of the fair rent of the corporeal hereditaments apart from the fishing rights in question. The tenant appealed to the Divisional Court, who held that the fishing rights in question were included as part of the premises demised by the lease and the appeal was allowed. The landlord thereupon appealed to the Court of Appeal.

THE COURT (SCRUTTON, GREER and SLESSER, L.JJ.), dismissed the appeal, holding that since the original lease must be regarded as a lease of the hotel, together with the fishing rights—not a lease of the hotel and a separate lease of the fishing rights—the new lease to be granted under s. 5 of the Landlord and Tenant Act, 1927, must be a lease of the same subject-matter as that of the old lease. The word "premises" in the Act of 1927 must be construed as referring to the whole of the subject-matter of the lease—not merely the buildings or structure—and therefore the fishing rights in question should be included in the new lease to be granted under the Act. The Divisional Court was right, and the appeal must be dismissed.

COUNSEL: *F. T. Barrington-Ward*, K.C., and *G. D. Roberts*, for the appellant; *A. F. Topham*, K.C., and *S. P. J. Merlin*, for the respondent.

SOLICITORS: *Philip Conway & Co.*, Agents for *Harold Michelmore & Co.*, Newton Abbot; *Neve, Beck & Crane.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

The Property Mart.

An excellent opportunity of securing first-class business premises in the City, either for occupation or investment, will be afforded at the auction to be held at Winchester House on Wednesday next, 27th November, by Messrs. Arnold Phillips & Co. (Charing Cross-road), as announced on p. xvi of this issue. The property will include No. 37, Barbican, comprising a ground-floor shop and offices, and four floors over, held on long lease at £85 ground rent, and the shop properties 75, Whitechapel-road and 165 and 289, High-street North, East Ham, freeholds (with possession), and 58, High-street, Peckham, a leasehold, let on repairing lease at £400.

Societies.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors of this Association was held at the Law Society's Hall, Chancery Lane, on the 13th inst., Mr. H. W. Michelmore (Exeter) in the chair, the other directors present being Sir Norman Hill, Bart. (Liverpool), Sir Reginald Poole and Messrs. E. R. Cook, T. S. Curtis, E. F. Dent, D. J. Humbert, C. G. May, H. A. H. Newington, P. J. Skelton (Manchester), M. A. Tweedie, A. B. Urmston (Maidstone), and H. White (Winchester).

One thousand one hundred and fifty-five pounds was distributed in grants of assistance; twenty-two new members were admitted, and other general business transacted.

Mr. H. W. Michelmore (Exeter) was elected as chairman, and Mr. E. F. Dent deputy-chairman for the ensuing year.

Law Students' Debating Society.

On Tuesday, 12th November, 1929, a joint debate was held with The Law Society's School of Law on the motion: "That this House considers it desirable that the two branches of the legal profession should be amalgamated." Mr. S. D. Radcliffe was in the chair. The debate was opened in the affirmative by Mr. H. M. Pratt, and seconded by Mr. Godfrey Roberts, and in the negative by Mr. S. Redfern, seconded by Mr. K. M. Erskine. On the motion being put to the House it was lost by a large majority.

The Lord Mayor's Banquet.

In response to the toast of "The Lord Chancellor and Judges and the Bar of England," proposed by Mr. Sheriff Bowater, the Lord Chancellor delivered the following speech at the Guildhall on Saturday, the 9th inst.:—

My Lord Mayor, My Lords, Mr. Sheriff Bowater and Gentlemen,—I thank you, Mr. Sheriff, for the very kind way in which you have proposed this toast, and you, my Lords and Gentlemen, for the very cordial manner in which you have received it.

The traditional association of this event with the inaugural banquet given by the Lord Mayor on his accession to office is a fitting recognition of the long alliance between the City and the law—an alliance which I hope will always be maintained.

My Lord Mayor, there have been a few changes in the personnel of the judiciary during the last twelve months. We have lost the services of Lord Carson, who has been a familiar figure in both Houses of Parliament; he was known to us as a hard fighter, a good friend, and a lawyer who never lost his gift of common-sense, even in the most intricate and perplexing problems of jurisprudence. Mr. Justice Astbury has retired from the Chancery Division, and Mr. Justice Shearman from the King's Bench. During many years they rendered honourable and distinguished services to their country, and I am sure that we join in hoping, and wishing for all of them, many more years of happy and useful life.

My Lords and Gentlemen, one of the most difficult and delicate duties of a Lord Chancellor is that of advising as to judgeships and making justices of the peace. In my view politics should not enter into these appointments. I say with emphasis that the mere fact that a man belongs to the Labour Party or the Liberal Party or the Conservative Party is not a qualification for the High Court, county court, or the magisterial bench, but I want to say with equal, if not more, emphasis that the mere fact that a man is a member of the Labour Party, Liberal Party or the Conservative Party is not a disqualification. The truth is that you can find men in all these great parties with character and temperament admirably suited for judicial responsibility, and it is neither statesmanlike or fair to forget this fact. Violent partisanship does not fit a man for judicial preferment, and is a real hindrance to the cause of justice.

The courts are well abreast of their task, and I should again like to draw attention to the increasing volume of work which is yearly being laid upon the shoulders of the judges of county courts, and to the general feeling of satisfaction with the way in which that work is being discharged.

My Lord Mayor, the anxiety which has been felt both inside and outside the profession on the subject of what has been described as "a growing tendency to transfer decisions on points of law or fact in the Law Courts to the Minister of some Government Department" is certainly on the increase. It is cause for congratulation that attention has recently been drawn to it, and I hope that the Committee set up last week to consider the subject will find for us some solution of a really pressing public problem.

Another matter which engaged the attention of a strong Committee appointed by my predecessor, Lord Cave, is the question of civil proceedings in which the Crown is a party. That Committee has framed a draft Bill which has been before the various departments. It is in an advanced state of preparation, and I hope that it will be introduced in the House of Lords in the very near future.

My Lord, we live in difficult times. But it is more satisfactory to have difficulties and to be able to find a remedy for them than to have no problems to solve and no credit for their solution. As far as my office is concerned, my ambition is to uphold the sovereignty of Parliament and the supremacy of the law. Upon other matters, if one is inclined to be pessimistic, the best cure is a walk through the City of London. I see there the headquarters of great banks which extend their influence and their operations into the remotest corners of civilisation. I see the offices of famous shipping companies who carry the name of England into all lands, and the great business houses upon which not only our country, but—as it seems to me—the cause of civilisation itself, depends. If our Empire were to end to-morrow I do not think we need be ashamed of our record—but it is not going to end, and I for one believe that it will be safely and successfully maintained and guided in the hands of those whose fathers and forefathers have helped to create and to carry it on.

In Parliament

Progress of Bills.

House of Lords.

Widows', Orphans and Old Age Contributory Pensions Bill. Brought from the Commons, and read a First Time. 20th November.

Poor Law Bill (H.L.). Reported from Joint Committee on Consolidation Bills, with Amendments, and re-committed. 20th November.

House of Commons.

Widows', Orphans and Old Age Contributory Pensions Bill. Read the Third Time and passed. 19th November.

Questions to Ministers.

UNEMPLOYMENT.
POLITICAL PARTIES (CO-OPERATION).

Mr. PHILIP OLIVER asked the Prime Minister whether he would be prepared, in consultation with the leaders of the two Opposition parties, to appoint a committee comprised of members of all parties to advise as to what further schemes are practicable for dealing with the problem of unemployment?

Mr. MANDER asked the Lord Privy Seal whether he is prepared to consider the appointment of a Committee drawn from members of all parties in the House to assist him in the solution of the unemployment problem?

The PRIME MINISTER: In the speech that he made immediately after we took office, my right hon. Friend, the Lord Privy Seal, while safeguarding Government responsibility, for policy, announced his intention of seeing how far he could mobilise the goodwill which we believed existed in all parties and in the country generally to devise a programme for dealing with the problem of unemployment. As regards an all-party Committee, I should remind the House that when we were in opposition we made such a proposal to our predecessors, who regarded it as impracticable, but if I could see anything which would justify the belief that the parties opposite were prepared to co-operate and that useful results would be obtained, always safeguarding the responsibility of the Government, I should be willing to consider representations. 18th November.

ELECTORAL LAW (CONFERENCE).

Major NATHAN asked the Prime Minister whether the promised conference on electoral reform has yet been constituted; if so, will he state the names of the members and, if not, the cause of the delay; and what steps are being taken by the Government to bring the conference into being without further delay?

The PRIME MINISTER: The answer to the first part of the question is in the negative. The conference is being constituted on a party basis, and until the parties had submitted their nominations and the list of topics which they

suggest for consideration, the conference could not begin its work. I understand that the nominations of the parties have now been received. I hope that it will be possible before long to make a further announcement. 18th November.

CAPITAL PUNISHMENT.

Mr. W. Brown asked the Home Secretary if he can now state the terms of reference of the proposed Select Committee on Capital Punishment?

Mr. Clynes: The proposed terms of reference will appear in due course on the Order Paper. 18th November.

SILICOSIS.

Mr. Hopkin asked the Home Secretary if his attention has been called to the dissatisfaction that exists amongst the workpeople with the Statutory Rules and Orders of the silicosis schemes under the Workmen's Compensation Act, 1925, and especially to the proviso that this scheme shall not apply where the rock contains less than 50 per cent. of silica; and what immediate steps he proposes to take to change this proviso?

Mr. Short: My right hon. Friend has received no complaint of any hardship caused by the limitation referred to, but if my hon. Friend has any evidence to the contrary, my right hon. Friend will be glad to receive and consider it. I may explain that the limit was inserted in the scheme for the purpose simply of excluding the granite industry, which is the subject of a special medical inquiry, and the question of its retention or otherwise will in any case come up for review when the report of that inquiry is available. 18th November.

CLUBS (REGISTRATION LAW).

Mr. Foot asked the Home Secretary if he will state the number of licensing benches which, during the past three years, have made representations to the Home Office with reference to the existing law relating to registered clubs; and if he will give the names of these licensing benches, together with a general summary of the representations received?

Mr. Clynes: I regret that I cannot comply with this suggestion. 18th November.

Rules and Orders.

The County Court (No. 2) Rules, 1929.
Dated 24th October, 1929.
St. R. & O., 1929, No. 927/L. 19.

1. These Rules may be cited as the County Court (No. 2) Rules, 1929, and shall be read and construed with the County Court Rules, 1903,(*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended. The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. Rule 34A of Order II shall be amended as follows:—

(*a*) In paragraph (i) after the words "against the debtor" there shall be inserted the words "or, if the debtor is a company, that a provisional liquidator has been appointed or that an order has been made or a resolution passed for the winding-up of the company"; and after the expression "Bankruptcy Act, 1914,"(†) there shall be inserted the words "or to the liquidator in accordance with subsection (1) of section 269 of the Companies Act, 1929"(‡);

(*b*) In paragraph (ii) after the words "against the debtor" there shall be inserted the words "or, if the debtor is a company, that a provisional liquidator has been appointed or that an order has been made or a resolution passed for the winding-up of the company";

(*c*) In paragraph (iii) after the words "trustee in bankruptcy" there shall be inserted the words "or, if the debtor is a company, to the liquidator"; and after the words "he receives notice of the receiving order" the words "or of the appointment of a provisional liquidator or of the order or resolution for winding-up as the case may be" shall be added.

3. In Rule 35 of Order II after the expression "Bankruptcy Act, 1914," there shall be inserted the following expression:—

"or by subsection two of section two hundred and sixty-nine of the Companies Act, 1929."

4. In Rule 36 of Order II:—

(*a*) after the words "trustee in bankruptcy" there shall be inserted the words:—

"or, if the debtor is a company, to the liquidator";

(*b*) after the words "made against the debtor" there shall be inserted the following words:—

"or, if the debtor is a company, that a provisional liquidator has been appointed or that an order has been made or a resolution passed for the winding-up of the company";

(*c*) in the margin after the expression "Form 172" there shall be inserted the expression "Form 172A."

5. In Rule 41 of Order II after the figures "31" there shall be inserted the expression "34A."

6. Rule 7 of Order XXV is hereby revoked and the following Rule shall be substituted therefor:—

"7.—[*Applicant to produce plaint note or summons, and furnish præcipe. Form* 161A.] (1) A person requiring a warrant of execution to be issued shall produce the plaint note or summons issued in the action, or a duplicate thereof, and shall furnish a præcipe according to the form in the Appendix, containing the number of the plaint, and stating the full name, address and description of, or otherwise sufficiently identifying every person against whom the warrant is to be issued.

(2) Where any person against whom the warrant is to be issued is described in the praecipe as a farmer, there shall also be furnished an official certificate, dated not more than three days before the application for the warrant, of the result of a search at the Land Registry as to the existence of any charge registered against him under the Agricultural Credits Act, 1928.(*) If subsequently to the issue of the warrant it shall appear or the high bailiff shall have reason to believe that the person against whom it is issued, though not described in the præcipe as a farmer, is in fact a farmer as defined by section 5 of the said Act, the person at whose request the warrant is issued shall, if so required by the high bailiff of the Court in the district of which the warrant is to be executed, furnish an official certificate of the result of such a search as aforesaid.

(3) Where the name or address of any person against whom a warrant of execution is to be issued as given in the præcipe differs from the name or address as given in the judgment or order, and the applicant satisfies the Registrar that such amended description is properly applicable to the person against whom judgment has been obtained, both descriptions shall be inserted in the warrant as follows, viz.:—

C D of (*name and address as given in the præcipe*) sued as A D of (*name and address as given in the judgment or order*)."

7. Rule 23B of Order XXV shall be amended as follows:—

(*a*) In paragraph (*b*) after the expression "Bankruptcy Act, 1914" there shall be inserted the following expression:—

"or under sub-section two of section two hundred and sixty-nine of the Companies Act, 1929";

(*b*) In paragraph (*d*) after the words "trustee in bankruptcy" there shall be inserted the words:—

"or, if the debtor is a company, to the liquidator," and after the words "official receiver or trustee" in the second place where they occur there shall be inserted the words "or liquidator."

8. In paragraph (2) of Rule 2 of Order XXVIII after the expression "Bankruptcy Act, 1914," there shall be inserted the following expression:—

"or by sub-section two of section two hundred and sixty-nine of the Companies Act, 1929."

9. In paragraph (1) of Rule 1 of Order XLIA after the expression "Companies (Consolidation) Act, 1908," there shall be inserted the words "or any Act being an amendment or extension of or in substitution for the same."

10. In Rule 12 of Order LII the words "Lord Chancellor" shall be substituted for the word "Treasury" in both places where it occurs.

11. Paragraph (2) of Rule 2 of Order LIII shall be omitted and the following paragraph shall be substituted therefor:—

"(2) Where any party entitled to costs refuses or neglects to bring in his costs (with the necessary vouchers and papers) for taxation within the time prescribed by paragraph (1) of this Rule, or in any way delays or impedes the taxation, he shall, unless the Registrar otherwise directs, forfeit the costs to which he would be otherwise entitled for drawing his bill of costs and for attending the taxation. In such case the Registrar may also certify the costs of the other parties (if any) and certify such refusal or neglect, or may

(*) S.R. & O. Rev. 1904, III County Court E., p. 89 (1903 No. 629).
(†) 4—5 G. 5 c. 59. (‡) 19—20 G. 5. c. 23.

(*) 18—9 G. 5. c. 43.

allow to the party so refusing or neglecting a nominal or other sum for his costs."

12. In Rule 11 of Order LIII the words "under Column A, B, or C" shall be omitted and the words "according to such one of the scales or Columns of Costs in Part IV of the Appendix as he shall think proper," shall be substituted therefor.

13. Form 171 in Part I of the Appendix is hereby revoked and the following Form shall be substituted therefor :—

" 171.

NOTICE OF SALE OR PAYMENT UNDER EXECUTION IN RESPECT OF A JUDGMENT FOR A SUM EXCEEDING £20.

[*Heading as in Form No.* 2.]

No. of Execution

TAKE NOTICE, that under the above warrant of execution issued in this action the goods of the Defendant [*Add "Company" if so, and if the warrant issued against one or more of several defendants name him or them*] have been sold [*or* the sum of £ has been paid in order to avoid a sale], and that the balance now left in my hands, after deduction of £ for the costs of the execution, amounts to the sum of £ which will be duly retained by me for fourteen days pursuant to the provisions of subsection (2) of section 41 of the Bankruptcy Act, 1914 [*or* subsection (2) of section 269 of the Companies Act, 1929].

Dated this day of

High Bailiff of the County Court of holden at

To the Registrar of the County Court of holden at

And to the Execution Creditor."

14. In Part I of the Appendix there shall be inserted the following new Form which shall stand as form 172A :—

" 172A.

NOTICE OF WITHDRAWAL FROM POSSESSION OR PAYMENT OVER OF MONEY ON NOTICE OF APPOINTMENT OF PROVISIONAL LIQUIDATOR OR OF WINDING-UP ORDER OR RESOLUTION.

[*Heading as in Form No.* 2.]

No. of Execution

TAKE NOTICE, that having received notice of the appointment of a Provisional Liquidator of the Defendant Company [*or* that an Order for the winding-up [*or* a resolution for the voluntary winding-up] of the Defendant Company has been made [*or* passed]] under the Companies Act, 1929, I have withdrawn from possession of the goods seized under the above warrant of execution issued in this action against the goods of the Defendant Company and have delivered the same to the Liquidator appointed [*or* I have paid over the proceeds of sale of the goods of the Defendant Company sold under the above warrant of execution issued in this action [*or* the money paid in order to avoid a sale under [*or* the money received in part satisfaction of] the above warrant of execution issued in this action against the goods of the Defendant Company] to the Liquidator appointed].

Dated this day of 19 .

High Bailiff of the County Court of holden at

To the Registrar of the County Court of holden at

And to the Execution Creditor."

We the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888, and section twenty-four of the County Courts Act, 1919, to frame Rules and Orders for regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

W. M. Cann	*Barnard Lailey*
J. W. McCarthy	*A. O. Jennings*
S. A. Hill Kelly	*A. H. Coley*
T. Mordaunt Snagge	

Approved by the Rules Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules which shall come into force on the 1st day of November, 1929.

Dated the 24th day of October, 1929.

Sankey, C.

The Right Hon. LORD GREENWOOD, K.C., has been elected Treasurer of the Honourable Society of Gray's Inn for the year 1930, in succession to Mr. TIMOTHY HEALY, K.C., who has been elected Vice-Treasurer for the same period. Lord Greenwood was called to the Bar in 1906, and took silk in 1919.

Legal Notes and News.

Honours and Appointments.

The King has approved of the appointment of Mr. CHARLES ALAN BENNETT, K.C., to be one of the Justices of the High Court of Justice, Chancery Division. Mr. Bennett was born in 1877, educated at Winchester College, called to the Bar by Lincoln's Inn in 1899 and served with the Rifle Brigade in France, 1916–1918. He took silk in 1923.

Mr. TIEHMAN ROOS, the Minister of Justice in the last South African Cabinet, has been gazetted a Judge of the Appeal Court.

The King has approved the appointment of Sir MONTAGUE SHARPE, K.C., D.L., J.P., to be Vice-Lieutenant of the County of Middlesex, and to act for His Majesty's Lieutenant during his absence from the county by sickness or other inability to act. Sir Montague Sharpe (who is chairman of the Middlesex Quarter sessions) was called to the Bar in 1889, made a Bencher of his Inn in 1909, elected Treasurer in 1920 and took silk in the same year.

Mr. NINO PEDROSO D'ALBUQUERQUE, barrister-at-law, has been appointed a Deputy-Umpire under the Employment Insurance Act, 1920.

Sir JAMES B. MELVILLE, K.C., Solicitor-General, has been elected a Bencher of the Middle Temple. Sir James was called to the Bar in 1906, and took silk in 1927.

Mr. C. SYDNEY WATSON, LL.D., solicitor, for many years Clerk to the Urban District Council of Walthamstow, has been appointed the first Town Clerk of the new borough. Dr. Watson was admitted in 1893.

Mr. A. F. PERKINS, Assistant Clerk to the Newbury Rural District Council, has been appointed Clerk to the Chailey Rural District Council.

Mr. J. R. WILLIS ALEXANDER, M.A., LL.B., barrister-at-law (Parliamentary Secretary to the Society of Incorporated Accountants), has been appointed Secretary to the Institution of Gas Engineers. Mr. Alexander, who was educated at Ardingly and Cambridge, where he took second-class honours in the Historical and Law Tripos, was a pupil of the late Mr. Justice Fraser, and was called to the Bar by the Inner Temple in 1925. He is a Fellow of the Institute of Arbitrators.

Mr. G. O. HOLLOWAY, Clerk to the West Derby Board of Guardians, has been appointed Public Assistance Officer by the Lancashire County Council under the new Poor Law System.

Change of Partnership.

WATSON, BURTON, BOOTH and ROBINSON, of Pilgrim House, Newcastle-upon-Tyne, and Caxton House, Westminster (L. H. Booth, M.A., LL.M., and E. N. Robinson, LL.B.), announce that they have taken into partnership as from the 1st November, 1929, Edwin Richardson and George Robert Hodnett, B.A. (Oxon), both of whom have been with them for some time. The name of the firm will remain unchanged, and the practice will continue to be carried on at the above-mentioned addresses.

Wills and Bequests.

Mr. Harold Marcus Wiener, Barrister-at-law, of Humanity House, Jerusalem, who died at Jerusalem on 23rd August, left estate in England of the gross value of £25,288, with net personalty £24,635. He left: His books to the University of Jerusalem; and to Lionel Harold James Kenyon, if in his service at his death, his motor-cars and accessories and plate and household and personal effects and consumable stores in Palestine and £20 (Egyptian) in respect of each completed year of service (the said L. H. J. Kenyon entered his service on 22nd February, 1926). After other bequests, the residue of the property to the Spanish and Portuguese Jewish Congregation in London.

Mr. Thomas Curran, of Denbigh-street, S.W., M.P. for Kilkenny City from 1892 to 1900, afterwards Deputy Crown Prosecutor of Sydney, and later practising at the English Bar, left personal property in England of the gross value of £210.

Mr. C. F. Robinson, solicitor, The Villas, Stoke-on-Trent, and of King-street, Longton, left estate of the gross value of £8,394.

Mr. Alfred Elliott Sidney Smith, solicitor, of Latins, Elmstead-road, West Byfleet, and Southampton-street, Bloomsbury-square, W.C., left estate of the gross value of £7,193.

Professional Partnership Dissolved.

EDWARD WILLIAM SAMPSON and PERCY VERNON MONTAGU SAMPSON, solicitors, 21, William Street, Woolwich, and Outer Temple, 222-225, Strand (E. W. and M. Sampson), dissolved by reason of illness of E. W. Sampson, as from 1st January, 1929, so far as concerns E. W. Sampson, who retires from the firm. P. V. M. Sampson will continue to carry on the business under the style of E. W. and M. Sampson.

CANCER HOSPITAL EXTENSIONS.

The Committee of the Cancer Hospital (Free), Fulham-road, London, at their last meeting, decided to proceed immediately with a scheme of extension, the plans for which were formally approved. A new Radiological Department is to be established and equipped with the latest appliances, and a new wing is to be built with eighty additional beds, some of which will be set apart for "middle-income" patients who can contribute towards their cost. On completion the hospital will contain approximately 200 beds in addition to the Research Institute and many special departments. The Cancer Hospital will be the first and largest special hospital devoted to cancer treatment and research. These are the objects for which an appeal for £150,000 is now being made. Donations and subscriptions should be sent to the Secretary, the Cancer Hospital (Free), Fulham-road, S.W.3.

THE RAVAGES OF CANCER.

In reply to a question in the House of Commons on Monday last, the Parliamentary Secretary to the Ministry of Health (Miss Susan Lawrence) stated that the number of deaths certified as being from cancer during the years 1926, 1927, 1928 and to the latest date for which figures are available in 1929, are as follows:—

1926	.. ..		53,220
1927	.. ..		54,078
1928	.. ..		56,253
1929	1st quarter ..	14,376	
1929	2nd quarter ..	13,968	
			28,344

BRITISH CLAIMS AGAINST HUNGARY.

The Board of Trade announce that the Administrator of Hungarian Property, under s. 1 (xiv) of the Treaty of Peace (Hungary) Orders, 1921–1923, and with the approval of the President of the Board of Trade, has prescribed 21st December, 1929, as the final date by which proofs by British nationals of debts due to them by Hungarian nationals or of pecuniary obligations of the Hungarian Government under Article 231 of the Treaty of Trianon, and other claims by British nationals against the Hungarian Government, must be made in order to rank for payment of the tenth dividend to be declared by him.

The prescribed forms of proof of claim may be obtained on application to the Administrator of Hungarian Property, Cornwall House, Stamford-street, London, S.E.1.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y Nov. 25	Mr. Ritchie	Mr. Hicks Beach	Mr. Jolly	Mr. *Ritchie
Tuesday .. 26	Andrews	Blaker	Ritchie	Blaker
Wednesday 27	Jolly	More	Blaker	*Jolly
Thursday . 28	Hicks Beach	Ritchie	Jolly	Ritchie
Friday 29	Blaker	Andrews	Ritchie	*Blaker
Saturday .. 30	More	Jolly	Blaker	Jolly

DATE.	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.
M'nd'y Nov. 25	Mr. Blaker	Mr. More	Mr. Andrews	Mr. Hicks Beach
Tuesday .. 26	*Jolly	Hicks Beach	*More	*Andrews
Wednesday 27	*Ritchie	Andrews	*Hicks Beach	More
Thursday . 28	*Blaker	More	*Andrews	*Hicks Beach
Friday 29	Jolly	Hicks Beach	*More	Andrews
Saturday .. 30	Ritchie	Andrews	Hicks Beach	More

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Tuesday, the 24th day of December 1929, and terminate on Monday, the 6th day of January, 1930, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (21st November, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 5th December, 1929.

	MIDDLE PRICE 20th Nov.	INTEREST YIELD.	YIELD WITH REDEMPTION.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	84¼	4 14 11	—
Consols 2½%	53	4 16 2	—
War Loan 5% 1929-47	100	5 0 0	—
War Loan 4½% 1925-45	93	4 16 9	5 2 9
War Loan 4% (Tax free) 1929-42 ..	100	4 0 0	4 0 0
Funding 4% Loan 1960-1990	85½	4 13 7	4 14 9
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	91¼	4 7 5	4 9 9
Conversion 4½% Loan 1940-44 ..	96	4 13 9	4 17 6
Conversion 3½% Loan 1961	74	4 14 7	—
Local Loans 3% Stock 1912 or after ..	62½	4 16 0	—
Bank Stock	248	4 16 9	—
India 4½% 1950-55	84	5 7 2	5 13 9
India 3½%	64	5 9 5	—
India 3%	54	5 11 1	—
Sudan 4½% 1939-73	92	4 17 9	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	83	3 12 3	4 2 0
Colonial Securities.			
Canada 3% 1938	86	3 9 9	4 19 0
Cape of Good Hope 4% 1916-36 ..	92	4 7 0	5 7 6
Cape of Good Hope 3½% 1929-49 ..	81	4 6 5	5 0 3
Commonwealth of Australia 5% 1945-75	95	5 5 3	5 5 9
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	92	4 17 10	4 19 0
Natal 4% 1937	92	4 7 0	5 7 6
New South Wales 4½% 1935-45 ..	86	5 4 8	5 17 3
New South Wales 5% 1945-65 ..	91	5 9 11	5 11 3
New Zealand 4½% 1945	93	4 16 9	5 3 9
New Zealand 5% 1946	101	4 19 0	4 18 0
Queensland 5% 1940-60	92	5 8 8	5 9 9
South Africa 5% 1945-75	102	4 18 0	4 17 9
South Australia 5% 1945-75	94	5 6 5	5 6 9
Tasmania 5% 1945-75	93	5 7 6	5 8 3
Victoria 5% 1945-75	94	5 6 5	5 6 9
West Australia 5% 1945-75	94	5 6 5	5 6 9
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	100	5 0 0	5 0 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	68	4 8 3	5 2 0
Hull 3½% 1925-55	76	4 12 1	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4 18 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4 16 9	—
Manchester 3% on or after 1941 ..	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	60	5 0 0	—
Metropolitan Water Board 3% 'B' 1934-2003	63	4 15 3	—
Middlesex C. C. 3½% 1927-47	82	4 5 4	5 1 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	60	5 0 0	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	99	5 1 0	5 1 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	78½	5 1 11	—
Gt. Western Rly. 5% Rent Charge ..	97	5 3 1	—
Gt. Western Rly. 5% Preference ..	90	5 11 1	—
L. & N. E. Rly. 4% Debenture ..	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed ..	71	5 12 8	—
L. & N. E. Rly. 4% 1st Preference ..	63½	6 6 0	—
L. Mid. & Scot. Rly. 4% Debenture ..	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	72½	5 10 4	—
L. Mid. & Scot. Rly. 4% Preference ..	67½	5 18 6	—
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Southern Railway 5% Preference ..	85	5 17 8	—

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